Golden Charter
funeral plans

Key Features and Terms and Conditions
Key Features of Golden Charter funeral plans

The following information is designed to help you decide which funeral plan and payment option is best for you. It contains information about what’s included or not included within your plan, together with payment information and the main features of our plans. This should be read in conjunction with the terms and conditions on page 7.

What is a Golden Charter funeral plan?
Our funeral plans allow you to pre-arrange, and pay for, the funeral director’s services associated with your funeral.

Your plan will be allocated to a local independent funeral director who will carry out the services covered by your plan when they are required.

Our plans also include an allowance for third party costs. These are costs for essential services such as cremation or burial fees which aren’t directly provided by the funeral director.

The funeral director services and third party cost allowance included in each plan type are shown in the table opposite.

Who can buy a Golden Charter funeral plan?
Our plans are available to everyone normally residing in England, Wales, Scotland or Northern Ireland, regardless of age or state of health.

Are there any age restrictions?
If you choose the single payment or 12 monthly payment options, there are no age restrictions.

If you pay by the low cost instalment option you must be aged 78 or under when we accept your plan. Restrictions apply to the period of time you can pay your plan over, dependent on your age when we accept your plan.

If you pay by the fixed monthly payment option, you must be aged between 50 and 80 when you take out a plan.

What type of plans do we offer?
We offer a range of plans for traditional burial or cremation services and direct cremations:

For a traditional cremation or burial service:

The Value Plan
The Value Plan includes the funeral director’s services, a basic coffin and an allowance towards third party costs. There is no funeral procession included in this plan. The funeral director will choose the date and time of the funeral and the funeral service can only be held at the place of burial or cremation.

The Standard Plan
The Standard Plan includes the funeral director’s services, a simple coffin, a funeral procession and gives the family the choice of time and date for the funeral. It also includes an allowance towards third party costs.

The Select Plan
The Select Plan offers the same services as the Standard Plan plus a limousine and a high quality coffin.

The Premier Plan
The Premier Plan is our most comprehensive option, offering the same features as the Standard Plan plus two limousines and a superior coffin, often chosen for burial.

For direct cremation:

The Basic Plan
The Basic Plan allows you to make arrangements in advance for a simple, unattended cremation without any kind of funeral service. The location, date and time of the cremation will be chosen by the funeral director.

What do our plans cover?
The table below details what’s included in each plan.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Direct cremation</th>
<th>Traditional funeral service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funeral director services</td>
<td>The Basic Plan</td>
<td>The Value Plan</td>
</tr>
<tr>
<td>Provision of professional services and making all arrangements for the funeral</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Advice on the certification and registration of the death and related documentation</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>The coffin¹</td>
<td>Suitable for cremation, selected by the funeral director</td>
<td>Basic</td>
</tr>
<tr>
<td>Collection and transportation of the deceased to the funeral director’s premises (within a 25 mile radius)</td>
<td>Within working hours</td>
<td>Within working hours</td>
</tr>
<tr>
<td>Care of the deceased prior to burial or cremation (excluding embalming)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Use of chapel of rest or service rooms</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Family viewing at any pre-arranged time¹</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Arrangement of the funeral service at a local cemetery or crematorium</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Funeral held on a normal weekday, during working hours</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Choice of date and time of funeral</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Funeral procession to funeral location (fees and costs of a service at a separate location not included)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Hearse to a local crematorium or cemetery</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Provision of sufficient staff to attend to the coffin as required</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Limousines</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Additional benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Built-in allowance for third party costs (see page 4)</td>
<td>£500 allowance</td>
<td>£800 allowance</td>
</tr>
<tr>
<td>A list provided to the family of mourners who sent flowers</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>24 hour funeral director telephone support for the bereaved</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Transportation to the funeral director’s premises if death occurs whilst on holiday in mainland UK</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

¹ Coffins supplied will be wood-effect quality or better (excludes Basic Plan). Your funeral director will provide further guidance on the types of coffin available within your plan.² Costs may apply if out-of-hours viewing is required.

Please note: Our plans don’t include the purchase of a burial plot. Should you choose burial the plans include an allowance towards the opening of a new or existing grave. The purchase of a grave and any monumental work would need to be arranged separately.
Third party costs
Our plans include an allowance for third party costs. These are essential, non-funeral director services such as the cremation fees at a local crematorium or the costs of burial at a local cemetery, plus the minister or officiant’s fee to perform the service. The funeral director cannot control these costs, and these fees need to be paid at the time of the funeral.

The value of the allowance included in your plan may grow over time. There will only be more to pay at the time of the funeral if the third party costs exceed the allowance when you buy your plan, or if the costs increase by more than the growth of your plan. If the actual third party costs are less than the allowance in your plan, no refund will be made to your estate.

Optional guarantee for third party costs (For cremation only and not available with the Basic Plan)
When you take out your plan, for an additional £200, you can choose to guarantee that third party costs included in your plan will be covered if you die within five years from when your plan is fully paid. This option is not available for burials or if you are paying by the low cost instalment or fixed monthly payment options.

If you make a single payment and you choose the optional guarantee, third party costs will be covered if you die within five years of your plan start date. If paying by 12 monthly payments, third party costs will be covered if you die within five years of your plan being fully paid. If you die before all payments have been made, the balance must be paid for the guaranteed services within your plan to be covered.

This guarantee means that if you die within the specified period, the third party costs incurred in conducting your funeral will be fully covered and there will be nothing more to pay for the funeral services included within your plan. If you die after the specified guaranteed period, your additional payment of £200 will be added to your third party costs allowance. If the third party costs are higher than the allowance included in your plan, the additional costs will need to be paid at the time of your funeral by your family or estate. Please refer to the terms and conditions for more information.

What do our plans not cover?
Extra services
Our plans do not cover any extra services you might ask for that are not included in the table on page 3, such as flowers or additional cars. An additional charge will need to be paid for any extras and we will let you know this before we process your plan.

Other charges
Extra charges for your funeral plan may be asked for when, for example:
• You move home and, due to an increase in their transportation costs, the funeral director may charge an additional amount
• You move home and a new funeral director is appointed who may require additional costs
• The funeral and/or the place from which your body is collected is more than 25 miles from your funeral director’s premises
• You or your family choose a crematorium which is more than 15 miles from your funeral director’s premises
• The duration of your funeral service at a local cemetery or crematorium is significantly longer than average or at a venue that has additional hire costs over and above the officiant’s fee

It is important you keep your personal details up to date with Golden Charter. By notifying us of any changes, we can update your plan and notify you if there are any additional charges.

Dying outside of the UK
Plans do not cover repatriation back to the UK should you die overseas. We recommend that your travel or medical insurance includes cover for transportation back to a UK mainland port or airport. However, your plan does cover transportation back to the funeral director’s premises should you die whilst on holiday in mainland UK.

Burial plots
None of our plans include the purchase of a burial plot.

How can I pay for my plan?
We have four different payment methods. More detailed information, including prices, can be found in the Payment Information Sheet.

Single payment option
• You can pay with a single one-off payment and your payment will be paid into the Golden Charter Trust
• Your plan will be in place once we have sent you your plan documents, usually within 30 days of us receiving your application
• If you wish to cancel after 30 days, we’ll refund the payment you’ve made less a cancellation fee of £249

12 monthly payment option
• Pay a minimum deposit of £49 plus 12 monthly payments by Direct Debit into the Golden Charter Trust
• Your plan benefits will be in place at the end of the payment term
• If you die before all payments have been paid, the outstanding balance will be requested from your family or estate
• If you wish to cancel after 30 days, we’ll refund the payment you’ve made less a cancellation fee of £249

Low cost instalment option
• Your monthly payment depends on the term – the number of years you wish to spread the cost over – and your choice of plan
• There are restrictions on the maximum length of your payment term, depending on your age when we accept your plan
• The low cost instalment option is payable by monthly Direct Debit into the Golden Charter Trust over an agreed term of between two and 30 years (or two and 10 years if you choose the Basic Plan)
• There is a 4% instalment charge included within the monthly payments
• You need to pay a minimum deposit of £49 and continue making monthly payments throughout the agreed term
• Your plan benefits will be in place at the end of the payment term if all payments have been made
• A payment break is available after 12 payments have been made
• If you die before 12 months of payments have been made, all the money you have paid will be returned to your estate
• Should you pass away after 12 months, but before payments have been completed, either (1) all sums paid less our cancellation fee of £249 or (2) the total cost if you had chosen to pay by the single payment option will be used to pay towards the cost of your funeral. Your estate must pay the outstanding balance for your funeral to be carried out. If the outstanding balance is not paid, your funeral will not be carried out
• If you wish to cancel after 30 days but within 12 months, we’ll refund the payments you’ve made less a cancellation fee of £249
• Your plan cannot be cancelled after 12 months.
• If you stop paying after 12 months, your plan will remain in place and no refund will be made. When you die, the funeral director will receive all the money you have paid in, less a £249 administration fee, as a contribution towards your funeral
• Paying by the low cost instalment option will result in you paying more for your funeral plan than if you had chosen a single payment or the 12 monthly payment option

Fixed monthly payment option
• Pay a fixed monthly payment by Direct Debit based on your age (at time of application) and choice of funeral plan
• Payable for life or until the age of 90
• This option is available if you are aged 50 to 80
• Your payments will be paid to a UK life assurance company and managed by them
• Your plan benefits will be in place after two years’ consecutive payments, however you must keep making payments to remain covered
• If you die within the first two years of the plan, we will return 120% of all payments made to your funeral director as a contribution towards funeral costs and your family or estate pays the rest
• Paying by the fixed monthly payment option may result in you paying more for your funeral plan than if you had chosen single payment or the 12 monthly payment option
• If you stop making payments and the outstanding amount is not paid within 30 days then we will cancel your plan and you will not get any money back

Please call us on 0800 171 2077 for full details of the fixed monthly payment option.

Administration fee
As well as covering the delivery of your funeral as per the terms and conditions of your plan, your plan price includes a one-off £249 administration fee which Golden Charter receives to cover the cost of setting up, managing and administering your funeral plan.

Can I choose the funeral director?
Yes, we will make every effort to appoint your plan to your chosen funeral director; however, this is not always possible. If this is the case, we will contact you to tell you and discuss another choice of funeral director.

What if the chosen funeral director can’t perform my funeral?
If the funeral director can’t perform your funeral we will select another funeral director to carry out your funeral arrangements as detailed in your plan.

How do you make sure that my plan pays for my funeral?
Once your plan is paid for (or after two years’ consecutive payments if paying by the fixed monthly payment option), the plan is guaranteed to cover the funeral director’s services in your plan. Your money is paid into the Golden Charter Trust or paid to a UK-based life assurance company for the fixed monthly payment option.

The Golden Charter Trust is separate from us and is run by an independent Board of Trustees. Their role is to manage the Trust’s funds for our plan holders in order to deliver the future payments to funeral directors. The Trust can make payments to Golden Charter to allow us to run our funeral planning business and look after the administration of your funeral plan until it is needed. If you would like further information regarding the Trust, please contact us or visit www.goldenchartertrust.co.uk.

If you are paying by the fixed monthly payment option, your payments will buy a life assurance contract with Phoenix Life Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Terms and Conditions of Golden Charter funeral plans

What happens if Golden Charter can’t provide the funeral I have chosen?

We are a Registered Provider of funeral plans with the Funeral Planning Authority (FPA). This means that you will be covered by the protections available through the FPA’s regulations. The FPA pledges to customers that, in the unlikely event of a Registered Provider going out of business, the other Registered Providers shall work together and look at ways in which the FPA might help in arranging delivery of the funerals of customers affected.

Can I change my mind and stop the plan?

For all payment methods, if you cancel within 30 days we will refund the payment you have made.

If you choose to make a single payment or pay by 12 monthly payments and you cancel after 30 days, you will receive a refund of payments made less a cancellation fee of £249. If you are paying by low cost instalments and cancel after 30 days but before you have made 12 payments, you will receive a refund of payments made less a cancellation fee of £249. If you choose the basic plan, your payments will be cancelled after 12 months. If you stop paying after 12 months, your plan will remain in place and no refund will be made. When you die, the funeral director will receive all the money you have paid in, less the £249 administration fee, as a contribution towards your funeral.

If you cancel after 30 days and pay by the fixed monthly payment option, you will not get anything back.

Can I change my plan and my funeral arrangements?

You can make changes to your plan which don’t incur additional costs, such as choice of music, at any time. If you choose the Standard, Select or Premier Plan, it is possible for you to change to a different plan type or change the services included within your plan but there may be additional costs payable by you. Please note, this is not possible when paying by the fixed monthly payment option. If you choose the Value Plan or Basic Plan and you wish to make changes to your plan including where you choose the value plan or the basic plan (see Section 8).

If you choose to make changes to your plan, your appointed funeral director will also hold details of your plan. You can make changes to your plan which don’t incur a cancellation fee. To change to a different plan type or change the services included within your plan but there may be additional costs payable by you, you must contact: Contact@goldencharter.co.uk

Cancelling your plan

If you wish to cancel your Golden Charter funeral plan, please call us on 0800 833 800. Alternatively, you can email us at: contact@goldencharter.co.uk

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1 Definitions

We use the following definitions in your funeral plan and other related documents:

basic plan
This is a version of your funeral plan which you may choose as described in Section 3.8.

deposit
This is the first payment of at least £49 made by you if you are paying by the 12 monthly payment option or the low cost instalment option.

custody estate
This is anyone legally authorised to act for you after your death. This term also covers anyone legally authorised to act for your nominated family member if you choose to transfer your funeral service benefits (see Section 8).

fixed monthly payment
If paying by the fixed monthly payment option, this is the amount of money you still have to pay under your funeral plan at any point in time if you are paying by the 12 monthly payment option or the low cost instalment option.

outstanding balance
This is the amount of money you still have to pay under your funeral plan at any point in time if you are paying by the 12 monthly payment option or the low cost instalment option.

representative
This is any person you named as your representative on your application form.

selected funeral director
This is the funeral director selected by you or by us to provide the funeral services.

set period
(1) If paying by the 12 monthly payment option this is the period of up to 12 months agreed with you over which you will make payments. (2) If paying by the low cost instalment option this is the period of at least 24 months and up to 30 years (or 10 years if you choose the basic plan) as agreed with you over which you will make payments.

start date
This is the date on which you receive our written acceptance of your application for a funeral plan. It is the date on which our contract with you begins.

third party costs
These are costs and fees that are paid by you or by the selected funeral director to other suppliers or professionals to carry out funeral services; this includes burial or cremation costs and payments to the person conducting your funeral service and covers anyone except us or the selected funeral director.

funeral services
These are all the services connected to your funeral (or your nominated family member or friend’s funeral – see Section 8) which will be provided by us or the selected funeral director. The services are described in our brochure. If you choose the basic plan version of your funeral plan then the funeral services are limited to your cremation (or your nominated family member’s cremation) and the specific services connected to cremation as set out in Section 3.8 and our brochure.

guarantee
This is the guarantee given by the selected funeral director to provide your funeral services. It is included in the funeral director terms and conditions.

nominated family member or friend
This is a family member or friend nominated by you to receive the funeral provided by your funeral plan (see Section 8).

Please cancel my Golden Charter funeral plan

Date ordered/received on
Plan number
Name of customer
Address of customer
Tel: number
Signature of customer
Reason for cancellation
Date

funeral director’s costs
This is the selected funeral director’s fees and costs for your funeral. It does not include third party costs (see below).

funeral director terms and conditions
These are the terms and conditions accepted by the selected funeral director for your funeral plan which include the guarantee.
total cost
This is the total amount you will pay for your funeral plan (excluding any additional sums you have to pay as described in Section 3.6) if you are paying by the single payment option, the 12 monthly payment option or the low cost instalment option as detailed in the payment information sheet and in your membership pack.

Trust
The Golden Charter Trust which is further described in our brochure.

value plan
This is a version of your funeral plan which you may choose as described in Section 3.7.

we /us
Golden Charter Ltd.

you
This is the person named on the funeral plan who we will provide with funeral services under the funeral plan. This will include a family member or friend who is nominated to receive the services (see Section 8).

We refer in various places to the possibility of you having to pay additional costs because of a change to your circumstances or to your funeral services. In the key features document for your funeral plan we give examples of the changes of circumstance in which additional costs might arise and the nature of those additional costs. Please note that additional costs will only arise where you either choose to make a change or where your personal circumstances change. We will not make changes to your funeral plan and impose additional costs without your agreement.

2 The payment options available

2.1 There are 4 different ways to pay for your funeral plan:

2.1.1 the single payment option where you make one payment to the Trust described in Section 4 - if you choose this option you can ignore Sections 5, 6 and 7 of this document;

2.1.2 the 12 monthly payment option where you pay a deposit and up to 12 monthly payments to the Trust described in Section 5 - if you choose this option you can ignore Sections 4, 6 and 7 of this document;

2.1.3 the low cost instalment option where you pay a deposit and monthly payments over 2 to 30 years described in Section 6 - if you choose this option you can ignore Sections 4, 5 and 7 of this document; or

2.1.4 the fixed monthly payment option where your monthly payments are used to buy a life assurance policy on your life from Phoenix Life Limited described in Section 7 - if you choose this option you can ignore Sections 4, 5, 6 and 8 of this document.

2.2 Your cancellation rights are detailed in Sections 4.4, 4.5, 6.5 or 7.7 depending on the payment option you have chosen. Other cancellation provisions are detailed in Section 10.

3 What is included and not included in your funeral plan including where you choose the value plan or the basic plan

3.1 Golden Charter Limited (Reg. No. 2511598; registered office: One Fleet Place, London EC4M 7WJ) agrees to provide a funeral plan on the basis set out in these terms and conditions and in the other documents we refer to. Our contract is with you (whether or not you purchased the funeral plan), or any person you nominate to receive the funeral services (see Section 8).

3.2 We only provide funeral plans to people who live in England, Wales, Scotland or Northern Ireland.

3.3 Your funeral plan covers:

3.3.1 (1) all the funeral director’s costs (see the key features document) except for additional costs described in Section 3.6 below; and

(2) an allowance for third party costs which may vary in certain areas and over time.

If the amount actually spent for third party costs is less than any allowance we have made for them no refund will be made to any person.

3.4 Unless you live in Northern Ireland (see Section 3.6.11), if you die while away from home within the mainland UK, your funeral plan will cover the cost of bringing the body to the selected funeral director’s premises.

3.5 Your funeral plan may not cover the full cost of your funeral services including all third party costs. Please read Section 3.6 below which tells you about additional costs that your estate may need to pay.

3.6 You or your estate may have to pay additional sums to cover the following:

3.6.1 any additional costs arising because of a change to your circumstances or your funeral services; or

3.6.2 any difference between the allowance included in your funeral plan for third party costs and the actual amount (if greater) of third party costs at the time of the funeral;

3.6.3 any fee payable to doctors or others for the issue of a cremation medical certificate or similar;

3.6.4 any additional costs because you nominate a family member or friend to receive the funeral services (see Section 8);

3.6.5 any additional costs because you ask for a change in selected funeral director (see Section 9.2);

3.6.6 any additional VAT due if HMRC rules change (see Section 10.8);

3.6.7 any sum due because the total cost has not been fully paid or because any fixed monthly payments have not been paid;

3.6.8 any additional costs incurred by the selected funeral director in relation to transport to and/or from (1) the place at which your funeral is carried out and/or (2) the place from which the body is collected, if these are more than 25 miles from the selected funeral director’s premises. The exception to this is if you die away from home within the UK (see Section 3.4);

3.6.9 any additional costs incurred by the selected funeral director if you or your estate choose a crematorium which is more than 15 miles from the selected funeral director’s premises or a non-standard service time which may vary depending on the crematorium;

3.6.10 any additional costs incurred by the selected funeral director if the time taken for the funeral is (at your own or your estate’s request) significantly longer than average;

3.6.11 any transport costs incurred if you die outside of the mainland UK or Northern Ireland bringing the body back to an airport or port in mainland UK or Northern Ireland. Your funeral plan will cover the cost of bringing the body from the relevant mainland UK or Northern Ireland airport or port to the selected funeral director’s premises. Residents of Northern Ireland who die in mainland UK must also pay additional costs for transport to a port or airport in Northern Ireland; and

3.6.12 where you choose the basic plan version of your funeral plan, if no additional sums as referred to in Sections 3.6.1, 3.6.3, 3.6.4, 3.6.9 or 3.6.10 will be payable but you may, if requested, have to pay a reasonable additional fee charged and costs incurred by the selected funeral director for the collection and return of ashes to your estate in circumstances where the chosen crematorium permits only funeral directors to do this.

Any sums due under this Section 3.6 must be paid before the funeral services are provided.

3.7 You can choose the value plan version of your funeral plan. If you do that:

3.7.1 the funeral service can only be held at the chosen place of cremation or burial and cannot be held at any other or additional location (for example you cannot have a church service followed by cremation at the chosen crematorium);

3.7.2 there is no funeral procession so you will at the relevant time be transferred directly from the selected funeral director’s premises to the chosen cemetery or crematorium;

3.7.3 the selected funeral director will decide the date and time of the funeral service. If you want to have that choice then you will have to choose another of the funeral plan options we offer which will require you to pay additional sums to us;

3.7.4 you cannot make any changes to your funeral services;

3.8 You can choose the basic plan version of your funeral plan. If you do that:

3.8.1 there is a direct disposal service only so you have no choices in relation to the services;

3.8.2 there is no burial option;

3.8.3 there is no funeral service or funeral procession;

3.8.4 the selected funeral director will arrange for your cremation at a crematorium chosen by the selected funeral director (which may be anywhere in the United Kingdom) and without anyone attending other than the selected funeral director’s staff;

3.8.5 the selected funeral director will determine the date and time of the cremation;

3.8.6 the funeral services provided by the selected funeral director will be strictly limited to those detailed in our brochure;

3.8.7 you will not be able to make any changes to your funeral services.

Your basic plan is only available where you have chosen cremation rather than burial and will only cover the specific services described by us in our brochure. If you want to add any other services or have any choice in the services then you will have to choose another of the funeral plan options we offer which will require you to pay additional sums to us.

3.9 The price of your funeral plan covers only the specific funeral services described by us in our brochure. You will have to pay for any additional services. If you add any additional costs to your plan these will be added to the cost of your funeral plan.

3.10 We are a registered provider with the Funeral Planning Authority. This means that you will benefit from the protections provided by the Funeral Planning Authority’s rules and code of practice.

4 Applies only where you have chosen the single payment option

4.1 You must pay the total cost in a single payment to the Trust. The Trust will pay us a sum to cover our initial expenses. The rest of the total cost will be kept by the Trust and be used by the Trust to pay for your funeral services and for other authorised purposes as detailed in our brochure.

4.2 There are no age or health restrictions.

4.3 Unless you have chosen the basic plan you must write and tell us if you want to make any change to your circumstances or your funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. You should bear in mind that if your funeral plan is a value plan or basic plan you cannot make any changes to your funeral services. Unless you have chosen the basic plan a change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. You must then pay any additional sums to us within 30 days of our request. If you do not pay then we will cancel your funeral plan and will refund the money you have paid less our cancellation fee of £249.
4.4 We will refund all the money you have paid if you cancel your funeral plan within 30 days of the start date. If you cancel after that 30 day period, we will charge a cancellation fee of £249. This fee will be deducted from the money to be refunded to you.

5 Applies only where you have chosen the 12 monthly payment option

5.1 You must pay the total cost to the Trust over an agreed set period of more than 12 months. You must pay a deposit and then pay the Trust each month by direct debit. The Trust will pay us a sum to cover your initial expenses. The rest of the money received from you will be kept by the Trust and used by the Trust to pay for your funeral services and for other authorised purposes as detailed in our brochure.

5.2 There are no age or health restrictions.

5.3 Unless you have chosen the basic plan you must write and tell us about any change to your circumstances or funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. You should bear in mind that if your funeral plan is a basic plan you cannot make any changes to your funeral services. Unless you have chosen the basic plan a change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. You may then pay any additional sums to us within 30 days of our request. If you do not do so we will cancel your funeral plan and will refund the money you have paid less our cancellation fee of £249.

5.4 If, at the date of your death any payment is in arrears or any part of the total cost is still unpaid, we will only provide the funeral services if the outstanding balance is paid. If the outstanding balance is not paid we will cancel the funeral plan and will refund the money you have paid less our cancellation fee of £249.

5.5 You can pay the outstanding balance at any point before the end of the set period.

5.6 We will refund all the money you have paid if you cancel your funeral plan within 30 days of the start date. If you cancel after that 30 day period, we will charge a cancellation fee of £249. This fee will be deducted from the money to be refunded to you.

5.7 If you pay by the 12 monthly payment option you cannot later choose to pay by our low cost instalment option.

6 Applies only where you have chosen the low cost instalment option

6.1 You must pay the total cost to the Trust in instalments over an agreed set period. We will agree the set period with you and will confirm this separately in writing. You must pay a deposit and then pay the Trust the monthly instalments by direct debit. The Trust will pay us a sum to cover our other initial expenses. The rest of the money received from you will be kept by the Trust and used by the Trust of your funeral plan, including the guarantee, will still be available. If you or your estate do not pay the outstanding balance and you have paid at least 12 monthly instalments, either (1) all sums paid by you less our cancellation fee of £249 or, if less, (2) the total cost as informed by us in writing, will be kept to pay for any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will not be available.

6.2 You must be aged 78 or under at the start date of your funeral plan and there are no health restrictions.

6.3 The minimum set period is 24 months. The maximum set period is the shorter of (1) 30 years from the date you have chosen the basic plan and (2) the number of full years between your age on the start date of your funeral plan and 80 years. If the set period is purposes as detailed in our brochure.

6.4 If you have paid at least 12 monthly instalments and you stop paying the instalments, you may, on one occasion only, restart payment at a later date. We may need to increase your monthly payments to reflect the unpaid instalments. You may agree to extend the set period in order to keep your monthly payments at the same level. Any extended period would still need to be in line with Section 6.3. We will write to you in writing of any change to the instalments or set period.

6.5 If, at the date of your death any payment is in arrears or any part of the total cost is still unpaid, we will only provide the funeral services if the outstanding balance is paid. If the outstanding balance is not paid we will cancel the funeral plan and will refund the money you have paid less our cancellation fee of £249.

6.6 After paying at least 12 monthly instalments you may choose to stop paying your instalments.

6.7 If you do so the money you have already paid will not be refunded. If you or your estate pay the outstanding balance of the total cost and pay for any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will still be available. If you or your estate do not pay the outstanding balance and you have paid at least 12 monthly instalments, either (1) all sums paid by you less our cancellation fee of £249 or, if less, (2) the total cost as informed by us in writing, will be kept to pay for any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will not be available.

6.8 If you have paid at least 12 monthly instalments and you stop paying the instalments, you may, on one occasion only, restart payment at a later date. We may need to increase your monthly payments to reflect the unpaid instalments. You may agree to extend the set period in order to keep your monthly payments at the same level. Any extended period would still need to be in line with Section 6.3. We will write to you in writing of any change to the instalments or set period.

6.9 If, at the date of your death, you have paid fewer than 12 monthly instalments, all money paid by you will be refunded to your estate, and your funeral plan, including the guarantee, will be cancelled. Your estate may, if it chooses, use this money as a contribution to the cost of your funeral. Your estate will then have to make a separate payment to the selected funeral director to cover the outstanding balance and any costs not covered by your funeral plan at the time of the funeral.

6.10 If, at the date of your death, you have paid more than 12 monthly instalments but the total cost has not been paid in full, either (1) all sums paid by you less our cancellation fee of £249 or, if less, (2) the total cost as informed by us had you chosen to pay by the single payment option, will be kept to pay for any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will still be available. If the outstanding balance and any additional costs not covered by your funeral plan are not paid when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will not be available.

6.11 If you pay by the low cost instalment option you cannot later choose to pay by our 12 monthly payment option.

7 Applies only where you have chosen the fixed monthly payment option

7.1 The fixed monthly payments you make will be used to buy a life assurance policy on your life with Phoenix Life Limited. Phoenix Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. All funeral services are arranged by us and will be provided by the selected funeral director. Phoenix Life Limited will be the beneficiary of that policy, not you or your estate. The proceeds of the life assurance policy will belong to us. We will use the proceeds to pay for your funeral services. You (or any person paying for the funeral plan for you) will need to set up a direct debit in favour of Phoenix Life Limited who will collect the fixed monthly payments.

7.2 You must be aged between 50 and 80 and a UK resident at the start date of your funeral plan and there are no health restrictions.

7.3 Unless you have chosen the basic plan you must write and tell us about any change to your circumstances or funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. You should bear in mind that if your funeral plan is a fixed plan you cannot make any changes to your funeral services. Unless you have chosen the basic plan a change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. You may then pay any additional sums to us within 30 days of our request. If you do not do so we will cancel your funeral plan and will refund the money you have paid less our cancellation fee of £249.

7.4 Except as stated in Section 7.3, you will not be able to make any changes to your funeral services before the funeral. Changes can be agreed with the selected funeral director at the time of your funeral. Any additional payment for these must be made directly to the selected funeral director without our involvement.

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The fixed monthly payments will be fixed and cannot be altered. The amount of the monthly payment depends on the funeral plan chosen by you, the options included within your funeral services and your arrangements. The fixed monthly payment will be confirmed in writing once your application has been received and processed. The first payment will be taken within 7 weeks of the start date of your funeral plan. You must keep making monthly payments until your 90th birthday or until your death, if sooner, when payments stop. Phoenix Life Limited will tell you if any monthly payments are not made on the due date(s). They will try to collect the outstanding amount. If they receive the money within 30 days of the due date your funeral plan will be unaffected. If the outstanding amount is not received within 30 days you will be sent a reminder. If the outstanding amount is not paid within 30 days of the reminder, we will cancel your funeral plan and you will not get any money back.

If you have paid less than 24 fixed monthly payments at the date of your death, the funeral services, including the guarantee, will not be available. Instead, provided that all the fixed monthly payments due at the date of death have been paid we will pay a sum equal to 120% of the monthly payments actually paid to the selected funeral director as a contribution towards your funeral costs, or (2) your estate, if confirmed in writing. If we pay the money to the selected funeral director your estate will have to make a separate payment directly to the funeral director for all additional costs incurred in carrying out the funeral arrangements, as advised by the selected funeral director.

We will refund any money you have paid if you cancel your funeral plan within 30 days of the start date. If you do not cancel within 30 days of the start date no refund will be made. Your funeral plan has no cash in value.

Transfer of funeral services to another person

For all payment options, except the fixed monthly payment option you can only transfer the benefit of the funeral services to a nominated family member or friend who dies before you. Where you pay by the low cost instalment option you can only transfer the benefit of the funeral services if the total cost has been paid.

Unless you have chosen the basic plan any change of arrangements (for example, due to a change of address or for the nominated family member or friend leading to increased transportation costs) for funeral services following your death may mean that we will have to appoint a new selected funeral director. You should bear in mind that the funeral services cannot be changed if your funeral plan is a value plan or if there are any other arrangements in place between us and the selected funeral director.

Your funeral plan provides funeral services for you or your nominated family member or friend only.

If there is any dispute with family members or friends under this section, the funeral services benefits of your funeral plan will stay with you. We will not be responsible for resolving any such dispute.

Appointment of selected funeral director

We will appoint the selected funeral director as our subcontractor to provide the funeral services. The selected funeral director will provide the guarantee. We will use reasonable efforts to make sure that the selected funeral director provides the highest quality of service.

Change of selected funeral director

Unless you are paying by the fixed monthly payment option you may write to us at any time prior to your death to request a different selected funeral director. We will use reasonable efforts to meet your request and will let you know if we are able to do so. You may have to pay an additional sum because of this change. We will not reduce your monthly payments to do this or we will cancel the funeral plan and refund the money paid less our cancellation fee of £249 unless, if you are paying by the low cost instalment option, Section 6.4.1 applies.

We have no liability to you if the change cannot reasonably be made. If it is not possible to appoint a different selected funeral director for any reason, or (2) there are any additional sums required, we will cancel your funeral plan and refund the money paid as described in Section 10.2.

We have the right to appoint a selected funeral director if (1) you do not appoint one, or (2) there is no selected funeral director appointed because of the operation of Section 9.2, or (3) there is any failure on the part of the selected funeral director appointed by you or by us (see Section 9.4).

We will make sure that the selected funeral director provides the same services included in the plan with your funeral plan. In the event of failure by the selected funeral director an alternative selected funeral director, chosen by us, will provide the same funeral services. Failure could include the selected funeral director ceasing to trade or refusing to provide the funeral services to our satisfaction and/or in line with your instructions. If it is good reason and it is reasonable in the circumstances. Good reasons will include (but are not limited to) the following:

1. a change of interest arises;
2. you fail to provide us with adequate instructions;
3. you fail to pay any sums which are due by you as referred to in Sections 4.3, 5.3, 5.4, 6.4, 6.9, 7.5 and 9.2.

If we cancel for such reasons we will write to you immediately to tell you. Without affecting your statutory rights, we will refund the money you have paid less our cancellation fee of £249.

In order to cancel our contract you can contact us by any of the methods set out in Section 10.9. Your rights to cancel under Sections 4, 5, 6 and 7 are more favourable to you than the cancellation rights given to you under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You therefore do not need to use the statutory cancellation rights available to you under these Regulations. To exercise your right to cancel, you must inform us of your decision in writing by cancelling by a clear statement using any of the contact methods referred to in Section 10.9 (e.g. a letter sent by post or an email or a phone call to us at 0800 833 800). If you cancel by post, we recommend you obtain proof of postage. You may use the cancellation form that you can be found in our key features document for your funeral plan, but do not have to use that form. You do not need to give us any reason for cancelling but you can do so if you wish. All your statutory rights are unaffected.

All refunds made by us will be paid (1) to the person who made the original payment to us and (2) in line with the original method of payment.

Other general provisions

Instructions

We will communicate with and follow instructions from either you or your representative on all matters relating to your funeral services. References to you will therefore include references to your representative (instead of you) where appropriate. If there is any inconsistency between instructions given by you (or any person legally and/or in personal control of your affairs) and by your representative in relation to the funeral services we will follow your instructions (or the instructions of any legally authorised persons).

Data protection laws tell us how we must look after personal information and how information can be shared. This means that if you nominate a family member to receive funeral services (see Section 8) we may not be able to provide information to you without that person’s consent.

Acceptance

We will tell you if we have accepted or rejected the application within 30 days of receiving your completed application form. Your funeral plan does not become effective until we have confirmed in writing that we have accepted your application.

Applicable Law

English law applies to your funeral plan unless you live in Scotland or Northern Ireland. If you live in Scotland, Scots law will apply. If you live in Northern Ireland, the law of Northern Ireland will apply.

Value Added Tax (VAT)

No VAT has been added to any of the sums payable for your funeral services. If VAT rules or HM Revenue & Customs practice or interpretation of VAT rules change, we may add VAT to any relevant sum that does not already include it. This will then be payable by you or your estate.

Complaints

If you are not satisfied with any part of your funeral plan, you should first contact our Customer Services team.

We only keep the originals of your application form and any other documents completed and/or signed by you relating to your funeral plan and services for a short period after we accept your application. We will scan all original documents and keep these scanned copies where our originals. You agree that we can rely on the scanned documents rather than the originals.
1 Guarantee
The selected funeral director unconditionally and irrevocably guarantees to (1) carry out your funeral services under your funeral plan and (2) not charge you and/or your estate any additional sums for doing so unless permitted by Sections 3.3 and 3.6 of the funeral plan terms and conditions. The selected funeral director agrees that this guarantee will be enforceable against the selected funeral director by any and all of us, you and/or your estate.

2 Funeral services
Subject to such Sections 3.3 and 3.6, the selected funeral director undertakes that it will carry out your funeral services in accordance with the funeral plan terms and conditions and to the highest quality standards. The selected funeral director will comply with such procedures as we may intimate to it from time to time. The selected funeral director will indemnify both us and the Trust from all costs, claims, liabilities, losses or expenses (whether from or due to you and/or your estate or any other person) arising from its failure to comply in any respect with these funeral director terms and conditions.

3 Payment
3.1 In consideration of the selected funeral director providing your funeral services, the selected funeral director will be entitled to payment from us as detailed in Sections 3.2 and 3.3.

3.2 If agreed in advance with the selected funeral director, it will be entitled to the advance payment, which will become due after our acceptance of your funeral plan and be paid in accordance with such procedures, amount and timescales as we intimate. The advance payment must be repaid by the selected funeral director immediately on our demand if (for any reason) the selected funeral director does not subsequently provide your funeral services.

3.3 Upon completion of your funeral services the selected funeral director will be entitled to payment from us and should invoice us for the sum we intimate for the relevant funeral plan as at the date of your death. The level of that sum may depend on the selected funeral director’s status with us at the relevant time and other factors. Invoices for the sum referred to in this Section 3.3 should be issued upon completion of your funeral services.

3.4 The selected funeral director will have no recourse against us or the Trust in the event that the total of the sums detailed in Sections 3.2 and 3.3 is lower than any indicative figure we have previously provided. The selected funeral director will have no recourse against you and/or your estate except to the limited extent detailed in Sections 3.3 and 3.6 of the funeral plan terms and conditions. The selected funeral director will only be entitled to obtain reimbursement for any third party costs where permitted under Section 3.6.

4 Change of funeral director
In the event of a change of selected funeral director under the funeral plan terms and conditions, the existing selected funeral director agrees to co-operate fully with us and the new selected funeral director in the transfer of the funeral plan for your benefit and peace of mind and further agrees that we may provide all information we regard appropriate regarding the funeral plan to the new selected funeral director.

5 Data protection
The selected funeral director undertakes to process your personal data (and that of any representative or other person whose data is obtained and held in connection with your funeral plan) only in accordance with: (1) our data protection and privacy policies as intimated by us from time to time (2) any data processing agreement entered into between us and the selected funeral director and (3) all applicable laws. The selected funeral director will take appropriate technical and organisational measures against the unauthorised or unlawful processing of your personal data and against the accidental loss or destruction of, or damage to, your personal data.

6 Definitions
Definitions are contained in the funeral plan terms and conditions as current from time to time. In addition, the following definition applies specifically to these funeral director terms and conditions: “advance payment” means such amount (if any) as is specified by us as payable to the selected funeral director as advance payment for the expected completion of your funeral services including for initial work undertaken in arranging the funeral services and payable as detailed in Section 3.2 above.